

REC'D DEC 19

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

CHARLES BRADY

REC'D DEC 19

(In the space above enter the full name(s) of the plaintiff(s).)

- against -

SANTANDER CONSUMER USA

PLATINUM MOTORS GROUP LLC

COMPLAINT

Jury Trial: ☐ Yes ☒ No

(check one)

(In the space above enter the full name(s) of the defendant(s). If you cannot fit the names of all of the defendants in the space provided, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed in the above caption must be identical to those contained in Part I. Addresses should not be included here.)

I. Parties in this complaint:

- A. List your name, address and telephone number. If you are presently in custody, include your identification number and the name and address of your current place of confinement. Do the same for any additional plaintiffs named. Attach additional sheets of paper as necessary.

Plaintiff	Name	CHARLES BRADY
	Street Address	316 E ELWOOD ST
	County, City	PHILADELPHIA COUNTY, PHILADELPHIA
	State & Zip Code	PENNSYLVANIA 19144
	Telephone Number	445-223-0110

- B. List all defendants. You should state the full name of the defendants, even if that defendant is a government agency, an organization, a corporation, or an individual. Include the address where each defendant can be served. Make sure that the defendant(s) listed below are identical to those contained in the above caption. Attach additional sheets of paper as necessary.

Defendant No. 1

Name SANTANDER CONSUMER USAStreet Address 1601 ELM STREETCounty, City DALLAS COUNTY, DALLASState & Zip Code TEXAS 75201

Defendant No. 2

Name PLATINUM MOTORS GROUP LLCStreet Address 2380 MARYLAND RDCounty, City MONTGOMERY COUNTY, WILLOW GROVEState & Zip Code PENNSYLVANIA 19090

Defendant No. 3

Name _____

Street Address _____

County, City _____

State & Zip Code _____

Defendant No. 4

Name _____

Street Address _____

County, City _____

State & Zip Code _____

II. Basis for Jurisdiction:

Federal courts are courts of limited jurisdiction. Only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case involving the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one state sues a citizen of another state and the amount in damages is more than \$75,000 is a diversity of citizenship case.

- A. What is the basis for federal court jurisdiction? *(check all that apply)*
☒ Federal Questions ☐ Diversity of Citizenship

- B. If the basis for jurisdiction is Federal Question, what federal Constitutional, statutory or treaty right is at issue? Truth in Leading Act, the Fair Debt Collection Practices Act as well as the
Fair Credit Reporting Act.

C. If the basis for jurisdiction is Diversity of Citizenship, what is the state of citizenship of each party?

Plaintiff(s) state(s) of citizenship _____

Defendant(s) state(s) of citizenship _____

III. Statement of Claim:

State as briefly as possible the facts of your case. Describe how each of the defendants named in the caption of this complaint is involved in this action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If you intend to allege a number of related claims, number and set forth each claim in a separate paragraph. Attach additional sheets of paper as necessary.

A. Where did the events giving rise to your claim(s) occur? The events occurred in the State of Pennsylvania as well as my place of adobe through interstate commerce.

B. What date and approximate time did the events giving rise to your claim(s) occur? The dates are from 03/09/2022 and 03/20/2022 then ensues once a month till this day.

C. Facts: I sent a Right of rescission notice to the two defendants Santander Consumer USA and Platinum Motors Group LLC in August of 2022 regarding a consumer credit transaction, those notices went ignored. Upon further review of the contract that involved consumer credit, I noticed violations of the Truth in Leading Act (TILA) the contract is dated 03/09/2022. Santander Consumer USA used that contract as a tool and other articles to collect money from my checking account once a month starting 04/11/2022 and still continues till this day. Santander Consumer USA violated the Fair Debt Collection Practices Act (FDCPA) by doing so. Santander Consumer USA violated the Fair Credit Reporting Act (FCRA) as well, furnishing this information even after I informed them of the violations and demanded it be deleted on November 3rd, 2022.

What happened to you?

Who did what?

Was anyone else involved?

Who else saw what happened?

IV. Injuries:

If you sustained injuries related to the events alleged above, describe them and state what medical treatment, if any, you required and received. It has caused me mental anguish for these companies to violate my rights as well as a lost of time and wages to handle this problem.

V. Relief:

State what you want the Court to do for you and the amount of monetary compensation, if any, you are seeking, and the basis for such compensation.

I am seeking monetary compensation from Santander Consumer USA for 291 federally protected consumer rights violations and crimes under 15 USC 1605, 15 USC 1635, 15 USC 1681, 15 USC 1692, 18 USC 1341 and punitive damages in the amount of \$345,993.92.
Also seeking seeking monetary compensation from Platinum Motors Group LLC for 5 federally protected consumer rights violations, crimes and punitive damages in the amount of \$67,993.92.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this 19 day of December, 2022.

Signature of Plaintiff Charles Brady

Mailing Address 316 E Elwood st Philadelphia, PA 19144

Telephone Number 445-223-0110

Fax Number (if you have one) _____

E-mail Address Cb4brady@gmail.com

Note: All plaintiffs named in the caption of the complaint must date and sign the complaint. Prisoners must also provide their inmate numbers, present place of confinement, and address.

For Prisoners:

I declare under penalty of perjury that on this _____ day of _____, 20____, I am delivering this complaint to prison authorities to be mailed to the Clerk's Office of the United States District Court for the Eastern District of Pennsylvania.

Signature of Plaintiff: _____

Inmate Number _____

1. Affidavit of Truth

2. Notice to all, I am that I am, the consumer in fact, natural person, original creditor, lender, executor, administrator, holder in due course for any and all derivatives thereof for surname/given name BRADY, CHARLES and I have been appointed and accept being the executor both public and private for all matters proceeding, and I hereby claim that I will d/b/a CHARLES, BRADY and autograph as the agent, attorney in fact, so be it

Whereas I of age, of majority, give this herein notice to all, I make solemn oath to the one and only most high of creation only whoever that may be, and I depose the following facts, so be it, now present:

3. Fact, Truth in Leading Act, the Fair Debt Collection Practices Act as well as the Fair Credit Reporting Act is intended to secure my rights and my privacy. Those rights and privacy have been breached so be it, and
4. Fact, I am sure the removal of my information from the Platinum Motors Group LLC and Santander Consumer USA website, company records, or any and all derivatives therefore, of, and/or with any affiliates will ensure my privacy rights won't be violated again due to my lack of consent and this herein affidavit of truth standing as truth in commerce, so be it, and;

Fact, please show good faith in this matter by expediting the securing of the alleged information listed on your site in order to avoid me receiving further injury, damages, mental anguish, and losses from Platinum Motors Group LLC and Santander Consumer USA wrong doings:

VIOLATION OF THE RIGHT OF RESCISSION EXHIBIT A

CFPB COMPLAINT EXHIBIT B

VIOLATION OF THE TRUTH IN LENDING ACT (TILA) EXHIBIT C

VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT (FDCPA) EXHIBIT D

VIOLATION OF THE Fair Credit Reporting Act (FCRA) EXHIBIT E

Fact, due to financial hardship affiant sent a Right of rescission notice, Debt Validation Letter also a Cease and Desist to Platinum Motors Group LLC and Santander Consumer USA in 08/2022. Platinum Motors Group LLC received their notice on 09/08/2022 that notice went ignored; proof in the attachment labeled Exhibit A Santander Consumer USA received their notice on 09/12/2022. Santander Consumer USA sent a rebuttal on 09/20/2022, but still did not comply with the Right of rescission notice; proof in the attachment labeled Exhibit A. That is a violation of 15 USC 1635 for both companies.

Fact, affiant sent a complaint to the Consumer Financial Protection Bureau (CFPB) complaint id number: 221114-9759085 regarding the Right of rescission notice and Santander Consumer USA replied to the complaint but still did not comply with the noticed. Proof in the attachment labeled as Exhibit B.

Fact, upon further review affiant noticed violations of the Truth in Lending Act (TILA) and has proof in the attachment labeled as Exhibit C that Platinum Motors Group LLC is in violation of 15 USC 1692j; by creating the false belief that the consumer owes a debt to a creditor when in fact such person is not so participating in the debt collection. Has violated 15 USC 1605 proof in the attachment labeled as Exhibit C on page 2 and page 3 of the form titled "RETAIL INSTALLMENT SALE CONTRACT-SIMPLE FINANCE CHARGE" by comparing a finance charge and a cash transaction as being one in the same; when in fact they are non-comparable. On page 2 of 5 it shows 'Cash Price \$35,900', 'down payment \$7,000', 'unpaid Balance of Cash Price \$32,131.20', 'Amount Financed \$37,223.20' and then shows 'Finance Charge \$28,496.96' Pursuant to 15 USC 1605 "the amount of the finance charge in connection with any consumer credit transaction shall be determined as the sum of all charges." Platinum Motors Group LLC also violated 15 USC 1662 by advertising a down payment is needed for the extension of consumer credit. The form titled "RETAIL INSTALLMENT SALE CONTRACT-

SIMPLE FINANCE CHARGE” was signed and dated on 03/09/2022 regarding a personal vehicle 2015 Mercedes-Benz E-Class VIN WDDKJ7DB1FF295969.

Fact, Santander Consumer USA violated 18 USC 1341 having devised an article to obtain money from affiant proof in the attachment labeled Exhibit D-1; with the conspired help of Platinum Motors Group LLC violated 18 USC 1349 by not notifying Santander Consumer USA that a finance charge in a consumer credit transaction shall be determined as the sum of all charges and allowing Santander Consumer USA to collect on an alleged obligation. Santander Consumer USA has five violations of 15 USC 1692e(2)(A) by using false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Also has violated 15 USC 1692f(1) three times by using unfair and unconscionable means to collect a debt. Two violations of 15 USC 1692f by using unfair and unconscionable means to attempt to collect a debt. Six violations of 15 USC 1692d(2) “The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader”. Using language to make the affiant believe a debt is owed and or due by a certain time; also the terms principal, interest and estimated payoff is abuse to the affiant; article dated 03/20/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit D-3 that Santander Consumer USA used deceptive document to make affiant believe a debt was owed and use this form to collect money from affiant causing financial hardship. Santander Consumer USA has five violations of 15 USC 1692e(2)(A) by using false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Also has violated 15 USC 1692f(1) three times by using unfair and unconscionable means to collect a debt. Two violations of 15 USC 1692f by using unfair and unconscionable means to attempt to collect a debt. Six violations of 15 USC 1692d(2) “The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader”. Using language to make the affiant believe a debt is owed and or due by a certain time;

also the terms principal, interest and estimated payoff is abuse to the affiant. Portable Document Format (PDF) dated 03/20/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit D-5 that Santander Consumer USA used deceptive document to make affiant believe a debt was owed and use this form to collect money from affiant causing financial hardship. Santander Consumer USA has eight violations of 15 USC 1692e(2)(A) by using false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Also has violated 15 USC 1692f(1) six times by using unfair and unconscionable means to collect a debt. Two violations of violated 15 USC 1692f by using unfair and unconscionable means to attempt to collect a debt. Eight violations of 15 USC 1692d(2) "The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader". Using language to make the affiant believe a debt is owed and or due by a certain time; also the terms principal, interest and estimated payoff is abuse to the affiant. Portable Document Format (PDF) dated 04/18/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit D-7 that Santander Consumer USA used deceptive document to make affiant believe a debt was owed and use this form to collect money from affiant causing financial hardship. Santander Consumer USA has eight violations of 15 USC 1692e(2)(A) by using false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Also has violated 15 USC 1692f(1) six times by using unfair and unconscionable means to collect a debt. Two violations of violated 15 USC 1692f by using unfair and unconscionable means to attempt to collect a debt. Eight violations of 15 USC 1692d(2) "The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader". Using language to make the affiant believe a debt is owed and or due by a certain time; also the terms principal, interest and estimated payoff is abuse to the affiant. Portable Document Format (PDF) dated 05/19/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit D-9 that Santander Consumer USA used deceptive document to make affiant believe a debt was owed and use this form to collect money from affiant causing financial hardship. Santander Consumer USA has eight violations of 15 USC 1692e(2)(A) by using false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Also has violated 15 USC 1692f(1) six times by using unfair and unconscionable means to collect a debt. Two violations of violated 15 USC 1692f by using unfair and unconscionable means to attempt to collect a debt. Eight violations of 15 USC 1692d(2) "The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader". Using language to make the affiant believe a debt is owed and or due by a certain time; also the terms principal, interest and estimated payoff is abuse to the affiant. Portable Document Format (PDF) dated 06/18/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit D-11 that Santander Consumer USA used deceptive document to make affiant believe a debt was owed and use this form to collect money from affiant causing financial hardship. Santander Consumer USA has eight violations of 15 USC 1692e(2)(A) by using false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Also has violated 15 USC 1692f(1) six times by using unfair and unconscionable means to collect a debt. Two violations of violated 15 USC 1692f by using unfair and unconscionable means to attempt to collect a debt. Eight violations of 15 USC 1692d(2) "The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader". Using language to make the affiant believe a debt is owed and or due by a certain time; also the terms principal, interest and estimated payoff is abuse to the affiant. Portable Document Format (PDF) dated 07/19/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit D-13 that Santander Consumer USA used deceptive document to make affiant believe a debt was owed and use this form to collect money from affiant causing financial hardship. Santander Consumer USA has eight violations of 15 USC 1692e(2)(A) by using false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Also has violated 15 USC 1692f(1) six times by using unfair and unconscionable means to collect a debt. Two violations of violated 15 USC 1692f by using unfair and unconscionable means to attempt to collect a debt. Eight violations of 15 USC 1692d(2) "The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader". Using language to make the affiant believe a debt is owed and or due by a certain time; also the terms principal, interest and estimated payoff is abuse to the affiant. Portable Document Format (PDF) dated 08/19/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit D-15 that Santander Consumer USA used deceptive document to make affiant believe a debt was owed and use this form to collect money from affiant causing financial hardship. Santander Consumer USA has eight violations of 15 USC 1692e(2)(A) by using false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Also has violated 15 USC 1692f(1) six times by using unfair and unconscionable means to collect a debt. Two violations of violated 15 USC 1692f by using unfair and unconscionable means to attempt to collect a debt. Eight violations of 15 USC 1692d(2) "The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader". Using language to make the affiant believe a debt is owed and or due by a certain time; also the terms principal, interest and estimated payoff is abuse to the affiant. Portable Document Format (PDF) dated 09/18/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit D-17 showing that Santander Consumer USA withdrew cash from affiant checking account with Philadelphia

Federal Credit Union once a month causing financial hardship for an alleged obligation that was supposed to be a finance charge, from the months of April to November of the year 2022.

Fact, affiant demanded that the information being furnished about the account be deleted due to the notice of rescission. But Santander Consumer USA willing noncompiled with the demand and continued to furnish the account. That is three violations of 15 USC 1681 s-2(a)(1)(A)(i) Reporting information with actual knowledge of errors and three violations of 15 USC 1681s-2(a)(B) Reporting information after notice and confirmation of errors proof in the attachment labeled as Exhibit E-1. Printed electronic documents dated November 3rd, 2022. The three furnished consumer reporting agencies that these violations occurred on is TransUnion which is dated 12/3/2022, Experian which is dated 12/6/2022 and Innovis which is dated 12/3/2022.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit E-2 in the TransUnion Credit Report dated 12/3/2022 on page 51 and 52 that Santander Consumer USA has violated 15 USC 1692d(1) damaging affiant reputation by furnishing a debt is owed. 21 violations of 15 USC 1692e(2)(A) by furnishing the use of false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Eight violations of 15 USC 1692f by furnishing the unfair and unconscionable means of an amount attempt to collect a debt. Violated 15 USC 1692f(1) 13 times by furnishing the use of unfair and unconscionable means to collect a debt. 23 violation of 15 USC 1692d(2) by furnishing the use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit E-3 in the Experian consumer credit report dated 12/6/2022 on page 5 that Santander Consumer USA has violated 15 USC 1692d(1) damaging affiant reputation by furnishing a debt is owed. Four violation of 15 USC 1692d(2) by furnishing the use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader. Four violations of 15 USC 1692e(2)(A)

by furnishing the use of false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Three violations of 15 USC 1692f by furnishing the unfair and unconscionable means of an amount attempt to collect a debt. Violated 15 USC 1692f(1) by furnishing the use of unfair and unconscionable means to collect a debt.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit E-4 in the Equifax consumer credit file dated October 21, 2022 on page 10 that Santander Consumer USA has violated 15 USC 1692d(1) damaging affiant reputation by furnishing a debt is owed. Six violations of 15 USC 1692b(2) stating a consumer owes a debt. Six violation of 15 USC 1692d(2) by furnishing the use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader. 26 violations of 15 USC 1692e(2)(A) by furnishing the use of false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. 13 violations of 15 USC 1692f by furnishing the unfair and unconscionable means of an amount attempted to collect a debt. 13 violations of 15 USC 1692f(1) by furnishing the use of unfair and unconscionable means to collect a debt.

Fact, affiant is aware and has proof in the attachment labeled as Exhibit E-5 in the Innovis online credit report dated 12/3/2022 on page 6 that Santander Consumer USA has violated 15 USC 1692d(1) damaging affiant reputation by furnishing a debt is owed. Four violation of 15 USC 1692d(2) by furnishing the use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader. Three violations of 15 USC 1692e(2)(A) by furnishing the use of false, deceptive, and misleading representation means in connection with the collection of a debt, with the false representation of the character amount. Two violations of 15 USC 1692f by furnishing the unfair and unconscionable means of an amount attempt to collect a debt. Violated 15 USC 1692f(1) by furnishing the use unfair and unconscionable means to collect a debt.

Thank you,

5. I swear to all information provided herein, I do so under the penalty of perjury that the information I so affirm to be true, correct, accurate to the best of my ability and knowledge, so be it;

I do not accept this offer to contract.

I do consent to these proceedings

I do require subrogation of the bond to settle the charge.

On the date of 12/15/2022 CHARLES, BRADY, agent, d/b/a Charles Brady came before me today present as a flesh and blood living being (non entity/non debtor) under oath to the most high of creation only and provided the facts listed herein.

Name printed Charles Brady signature Charles Brady

Sworn to or affirmed by and subscribed before me on the 19th day of Dec., year of 20 22

Ronald Hargust Jr.
Notary Name

[Signature]

Notary Signature

